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Attorneys for Plaintiff NORTH AMERICAN
CLAIMS AGENCY, INC. a/s/o NOVEX TRADING
(SWUISS) S.A.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

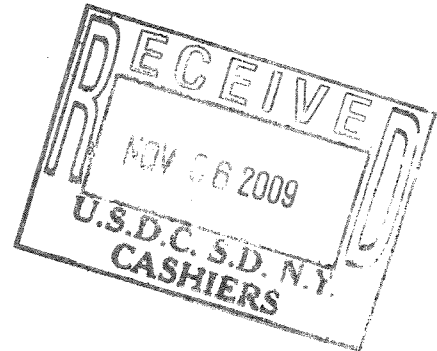
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NORTH AMERICAN CLAIMS AGENCY, INC.
a/s/o NOVEX TRADING (SWUISS) S.A.,

Plaintiff,

-against-

ATLANTIC RO-RO CARRIERS, INC. ("ARRC")
and BALTIC MERCUR and M/V "ATLANTIC
RUNNER", her engines, tackle, boilers, *etc.*, and
M/S VILJANDI, her engines, tackle, boilers, *etc.*,

Defendants.
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COMPLAINT

Plaintiff, through its undersigned attorneys, alleges as follows for its complaint against defendants:

1. This action involves an admiralty and maritime claim within the meaning of Rule 9(h) with respect to the carriage of the subject cargo by sea and falls within the Court's pendent, ancillary, and supplemental jurisdiction as to the remaining aspects of the claim. Plaintiff seeks recovery for cargo loss caused by defendants' breaches of contract and torts.

2. Plaintiff NORTH AMERICAN CLAIMS AGENCY, INC. ("NACA") is a corporation organized under the laws of, and with its principal place of business in, the state of New York. Plaintiff maintains an office at 1932 19th Lane, Brooklyn, New York, and sues herein as subrogated insurer of the cargo in suit, having paid the insurance claim of AXA CORPORATE SOLUTIONS, and for and on behalf of the shipper, consignee and owner of the cargo as their interests may appear.

3. The captioned defendants are believed to be corporations organized under the laws of, and with their principal places of business in, foreign sovereigns or certain of the fifty states other than New York. Upon information and belief defendants are engaged in the business of common carriers, bailees, warehousemen, and/or the provision of services related to such activities, and conduct such business with respect to shipments to, from and within the State of New York and the United States as a whole within the meaning of Rule 4(k)(2) Federal Rules of Civil Procedure.

4. Upon information and belief the captioned vessels are now, or will be during the pendency of this action, within the admiralty and maritime jurisdiction of this Honorable Court or are otherwise subject to jurisdiction pursuant to Rule 4(k)(2) Federal Rules of Civil Procedure.

I. CARGO DAMAGE CLAIM

5. This action involves damage to several shipments of GO Electrical steel coils, which moved, or was intended to move, aboard the M/V "ATLANTIC RUNNER", Voyage R8-12, from St. Petersburg, Russia to Baltimore, Maryland, and also aboard the M/S VILJANDI, voyage R8-26, from St. Petersburg, Russia to Baltimore Maryland, as described more fully in bills of lading issued by the said defendants.

6. The aforementioned damage and loss was caused by the unseaworthiness of the carrying vessel and container as well as defendants' reckless failure to properly load, stow, lash, carry, discharge, deliver and care for the subject cargo, and their unreasonable deviations from the terms of the contracts of carriage.

7. As a result of the foregoing, plaintiff and those on whose behalf it sues, has sustained damages in the amount of \$12,785.07 for which defendants are jointly and severally liable as common carriers, bailees and/or warehousemen for hire.

8. Plaintiff sues on its own behalf and as agent and trustee for and on behalf of anyone else who may now have or hereafter acquire an interest in this action.

II. BREACH OF SETTLEMENT AGREEMENT

9. Plaintiff repeats the allegations of Paragraphs 1 through 8 herein.

10. On or about July 15, 2009, plaintiff and defendant BALTIC MERCUR reached a settlement of the cargo damage claims pursuant to which BALTIC MERCUR was to pay to settle the claims in exchange for signed releases. The parties confirmed the settlement in a series of written email correspondence and signed releases were sent to defendant on August 28, 2009.

11. On or about October 23, 2009, defendant BALTIC MERCUR, repudiated and breached that settlement by refusing to pay.

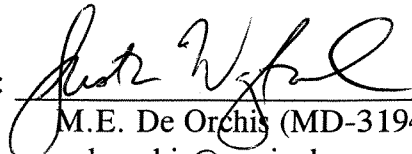
12. As a consequence of defendant BALTIC MERCUR'S breach of the settlement reached and memorialized in writing on or about July 15, 2009, it waived the settlement and owes plaintiff.

WHEREFORE, plaintiff demands judgment against defendants jointly and severally in the amount of \$12,785.07 together with interest at the rate of 9% per annum and the costs of this action and prays that this Honorable Court issue its process against the aforesaid vessel *in rem*, plus other, further and different relief as may be just and proper.

Dated: New York, New York
November 6, 2009

DeOrchis & Partners, LLP
Attorneys for Plaintiff NORTH AMERICAN
CLAIMS AGENCY, INC. a/s/o NOVEX
TRADING (SWUISS) S.A.,

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